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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

TUMKUR DISTRICT.

Notification dated 25th October 1937.

It is hereby notified for general information that the right to cut and remove fuel and charcoal for the year 1937-38 in the undermentioned coupes of the State Forests of the Kunigal Range in the Tumkur District, will be resold by public auction by the District Forest Officer, Tumkur District, or the Range Forest Officer, Kunigal Range, on the dates and places noted below, at the risk of the original purchasers.

The sale will commence at 2 P.M., and will be subject to the confirmation by the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

Range	Name of Forest	Coupe No. and year	Area of coupe in acres	Approximate quantity per acre	Approximate distance from Railway Station.	Date and place of sale.
Kunigal ..	Ippadi ..	IV-36-37 ..	90	8 Cart loads	18 miles from Maddur Railway Station.	26th November 1937. Huliyurdurga
	Ujjini ..	II-37-38 ..	60	8 Cart loads		

N.B.—For further particulars please see page No. 1075, Part VI of the *Mysore Gazette*, dated 8th July 1937.

Notification dated 25th October 1937.

It is hereby notified for general information that under Section 40 of the Mysore Forest Regulation, 46 bags of charcoal heaped in the hay-yard of Chikkaputtiah at Neelasandra, Kunigal Taluk, have been kept in the custody of Doddiah of Neelasandra as they are unclaimed. The bags bear no registered marks or stamps. Persons having any right to the said bags are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims thereto, failing which the charcoal bags will be forfeited to Government under Section 42 of the said Regulation.

B. MADHAVA RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF DRY TIMBER AND LOPS AND TOPS.

Notification dated 26th October 1937.

It is hereby notified for general information that the right of collecting and removing all the dry, dead and fallen timber including the lops and tops of felled trees in the following forests of the Shimoga Division, for the year 1937-38 will be sold by public auction by the District Forest Officer, Shimoga, on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 3 P.M., precisely on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases:—

Name of Forest	Felling Series	Quantity	Place of sale	Date of sale	Remarks
		C.ft.			
Agumbe ..	Agumbe ..	400	Agumbe	22nd November 1937	All lops and tops included with the exception of Bale.
	Emkalkere ..	400			
Balehalli ..	Balehalli ..	400			
Kunda ..	Kunda ..	300			
Shirur ..	Shirur ..				
	Total ..	1,500			

N.B.—1. The quantity notified is approximate. The kindwar details will be intimated at the time of sale.

2. It should be clearly noted that the contractor should make his own arrangements for the removal of timber, etc., in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate, as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay, within that period, the remaining 75 per cent of the contract amount due by him.

and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall collect and remove the timber purchased by him before the 15th June 1938.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber.

(*c*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions either in logs, pieces or poles.

(*d*) That he will not be eligible for any refund of advance revenue if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*e*) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the forest after sunset and before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1938.

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*m*) Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

K. R. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 13th October 1937.

The attention of the public is invited to the detailed Notification, calling for tenders for carting prepared sandalwood from Sandal Koti, Chikmagalur to the Kadur Railway Station for despatch to the Sandal Oil Factory during the year 1937-38, published on page 1717, Part VI of the *Mysore Gazette*, dated 21st October 1937.

Notification dated 19th October 1937.

It is hereby notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the Range Officer, Mudgere at 2 P.M. on 30th November 1937.

Name of Depot	Other kinds	Nandi	Mathi	Remarks
	C.ft.	C.ft.	C.ft.	
Saragode State Forest Coupe No. 1	24-306	2-27	27-370	More or less.

N.B.—Place of sale.—Mudigere Range Office.
Date of sale.—30th November 1937.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot, and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator, and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt, vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to re-sell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such re-sale. The amount due by such defaulter, on account of loss from re-sale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood, and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided, the full value is paid not later than the 15th February 1938. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at 6¼ per cent per annum will be levied on all arrears of amount permitted to be paid after the due dates.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. A. MUTHANNA,
District Forest Officer.